

MEMORANDUM OF UNDERSTANDING

BETWEEN



SOUTH EASTERN KENYA UNIVERSITY (SEKU)

AND

KENYA FORESTRY RESEARCH INSTITUTE

FOR

**COLLABORATION IN RESEARCH AND CAPACITY BUILDING IN ENVIRONMENT
AND NATURAL RESOURCE CONSERVATION**



MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “**MOU**”) is made on the.....28TH..... Day ofJUNE.....**Two Thousand and Thirteen (2013)**

BY and BETWEEN

SOUTH EASTERN KENYA UNIVERSITY (SEKU) is a chartered University established under the Universities Act No. 42 of 2012 P.O. Box 170-90200, Kitui (hereinafter referred to as ‘**SEKU**’) of the one part;

AND

KENYA FORESTRY RESEARCH INSTITUTE, a State corporation established in 1986 under the Science and Technology Act (Chapter 250) to carry out research in forestry and allied natural resources, situated at Muguga off Nairobi-Nakuru Highway and of P.O. Box 20412-00200 Nairobi (hereinafter referred to as “**KEFRI**”) of the other part.

WHEREAS

SEKU is established under Act No. 42 of 2012 **and** mandated to:-

- a) Ensure advancement of knowledge through teaching, scholarly research and scientific investigation
- b) Promote high standards in teaching and research
- c) Disseminate outcomes of research conducted by the university to the general community

AND WHEREAS

KEFRI is established under the Science and Technology Act Chapter 250 and mandated to:-

- Conduct research in forestry and allied natural resources;
- Disseminate research findings; and
- Partner with strategic research and development organizations, including capacity building institutions, civil society, the private sector and local communities

WHEREAS BOTH PARTIES

- a. **Appreciate** the importance of environmental and biodiversity conservation in sustainable development in Kenya;
- b. **Know** that natural resources such as forests, wildlife and water play a major role in Kenyan economy;
- c. **Recognize** the importance of environment / forestry and allied by-products to the national economy;

- d. Are **cognizant** of the role played by institutional capacity to undertake information dissemination relating to environment, forestry and forestry products and technology in any economic set up;
- e. Are **conscious** of the rapid changes taking place in global environmental /forestry scenario and the technologies thereof, together with the various needs, requirements, constraints and challenges and the need to keep abreast with this changing environment;
- f. **Appreciate** the need to keep abreast with the changes in the technology aforesaid;
- g. **Concur** that both SEKU and KEFRI have a common aim to develop environmentally friendly technologies for environmental and natural resource management and conservation, to build the capacity of Kenyans including local communities and disseminate generated information;
- h. **Are Aware** that both parties are endowed with resources and personnel with technical knowledge and skills in natural resource management and environmental conservation;
- i. **Realize** the essence of collaboration between the two parties and their complementary roles in natural resource management /environmental conservation in harmony with the needs and aspirations of the peoples of Kenya;
- j. **Appreciating** the importance of sharing resources available at both institutions whose missions/programmes are geared towards sustainable development.
- k. **Both parties** play an important role in education, research, industrialization and the development of the society;
- l. **Acknowledging** that they have mutual interest in area of postgraduate work and staff training at local and international levels.

NOW PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

In this MOU and unless inconsistent with the context, or otherwise specified, the following words and phrases shall have the meanings set out below:-

- i. **“SEKU”** means ‘**South Eastern Kenya University**’
- ii. **“KEFRI”** means ‘**Kenya Forestry Research Institute**’;
- iii. **“JMC”** means ‘**Joint Management Committee**’;
- iv. **“Effective Date”** means **the date of execution of this MOU**;
- v. **“Force Majeure”** means force/situation not caused by nor within the control of either party or which neither party is able to overcome;
- vi. **“Intellectual property rights”** means right to possess or control intellectual property such as trademarks, copyrights, patents and trade secrets;

- vii. **‘Party emblem or logo’** means a sign or symbol unique to the party and which the party identifies itself with;
- viii. **‘Brand name’** means the party’s trade name;
- ix. **“MOU”** means this Memorandum of Understanding as amended or modified from time to time by the mutual consent of the parties in accordance with the procedure contained in Article 28 below;
- x. Any reference in this MOU to a **party** shall mean either **SEKU or KEFRI**, and any such reference (s) to **parties** shall, as the case may be, mean all of them;
- xi. Words importing the singular number shall include the plural and *vice versa*, and words importing the masculine shall include the feminine and neuter and *vice versa*;
- xii. The recitals in this MOU and appearing as part of this MOU form part of and shall be deemed to be incorporated in this MOU;
- xiii. References to articles and sub-articles are to articles and sub-articles of this MOU, and the words “hereunder” “hereof”, “hereto” and “herein” and words of similar meaning shall be deemed to be references to this MOU as a whole and not to any particular article of this MOU.

ARTICLE 2: MAIN PURPOSE OF THE COLLABORATION

2.1 MAIN OBJECTIVE

The main purpose of the collaboration is to integrate training, research, value addition, knowledge management, information sharing and technology transfer in order to promote academic excellence, environmental and natural resource conservation and national development.

2.2 SPECIFIC OBJECTIVES

- 2.2.1 To promote joint research and development in production, conservation, protection and commercialization of forestry and allied natural resources.
- 2.2.2 To provide an instrument for establishing various collaborative initiatives for the growth and mutual benefit of the two institutions.
- 2.2.3 To enhance professional skills of students and staff in both institutions through training, staff and students interactions and exchange of experiences and information.
- 2.2.4 To collaborate in the collection, use and conservation of tree germ plasm.
- 2.2.5 To jointly carry out relevant technical advisory services and consultancies.

ARTICLE 3: AREAS OF COLLABORATION

Collaboration among the institutions will be established within the following fields of common interest:-

- 3.1 Project management and implementation including Vision 2030 projects on environment.
- 3.2 Sharing of physical facilities.
- 3.3 Institutional capacity building.
- 3.4 Staff exchange and attachment.
- 3.5 Student training and attachment.
- 3.6 Exchange and dissemination of information.
- 3.7 Research, innovation and technology development.
- 3.8 Commercialization and marketing of products and services.
- 3.9 Consultancies
- 3.10 Joint publications
- 3.11 Intellectual property governance.
- 3.12 Technology transfer.

ARTICLE 4: SCOPE OF THE MOU

- 4.1 The MoU governs the broad objectives and conditions of the collaboration.
- 4.2 Detailed specific agreements of each collaborative activity between Faculties /Schools/ Programmes / Centres /Departments or Institutes shall be developed within the provisions of the MOU and, after approval, shall become annexes to the MOU.
- 4.3 Such specific documents may include: a Memorandum of Agreement (MOA) – that defines in detail the specific project being undertaken and a Financial Memorandum (FM) – that defines in details all the financial matters/undertakings/involvement of the collaborating parties in that particular project or activity.

ARTICLE 5: PRINCIPLES OF COLLABORATION

- 5.1 The Parties enter into this MOU guided by mutual respect for each other, mindful that each is independent of the other, and in this regard, each party shall respect the mission and mandate of the other.
- 5.2 In entering into this MOU, each Party is aware that this MOU is not legally binding, but is meant to express a strong commitment to collaborate as set out in this MOU.

ARTICLE 6: OBLIGATIONS OF KEFRI

- a) To share resources (both human and physical) for the purpose of enhancing research and information exchange /dissemination in forestry, Agro-forestry, and biodiversity conservation for purposes of enhancing skills, information and knowledge to promote adoption and adaptation of best practices. Such resources include, but not limited to personnel, demonstration land, equipment, laboratories, libraries, learning resources and data;
- b) Provide a cordial, sustainable and enabling working relationship;

- c) Facilitate association and cooperation with credible organizations and strengthening collaboration on the same;
- d) Increased access to KEFRI's experts, information and best practices on forestry, agro forestry and related natural resource management with emphasis on farm forestry and dry land forestry;
- e) To undertake the necessary and agreed upon research and development activities and demonstration of the same in liaison with SEKU and share the results through reports and publications;
- f) To cooperate in capacity building and training of SEKU and Partner staff on key technologies and innovations related to forestry, agro-forestry, and related areas for purposes of information dissemination and rural development;
- g) To synthesize, develop, produce and distribute information materials as mutually identified and agreed;
- h) To invite staff to meetings and events of importance for the ultimate objective of the collaboration;
- i) To advise SEKU on compliance with forestry, and related areas, legislation and to support SEKU, if needed, in any applications for permits, licenses, consents and/or exemptions from regulatory bodies; and;
- j) KEFRI will share its annual updates /reports of technology and development activities relevant to identified areas of collaboration with SEKU;
- k) Mobilize resources through joint proposal writing;
- l) Training in tree nursery and greenhouse techniques and management;
- m) Demonstration of best practices/technologies and innovations to communities and farmers;
- n) Enhance effective communication between KEFRI and SEKU and with stakeholders, including joint publications targeting farmers, communities, extension staff and the international community through peer referred journals, among other communication pathways;
- o) To collaborate with SEKU in attachment, internships and joint supervision of SEKU students, provision of research facilities (field sites, field visits, practical lessons, laboratories (mainly chemistry and Biology);
- p) Participation in corporate affair programmes, invitations to relevant workshops and conferences, participation of PU in some of KEFRI's Government funded projects;
- q) Facilitate administrative and technical support for KEFRI field staff. This will greatly enhance access to technical support from KEFRI in partnership and networking arrangements with KEFRI's partners.

ARTICLE 7: OBLIGATION OF SEKU

- a) To collaborate with KEFRI in the admission and supervision of undergraduate and post graduate students from KEFRI, at a discounted fees of 50 % or any other rate agreed from time to time
- b) Use of KEFRI expertise to offer part time lectures, sharing of facilities,

- c) Invitation of KEFRI to relevant workshops and conferences and such activities as SEKU open day events;
- d) Mobilize resources through joint proposal writing,
- e) Based on the agreed activities as elaborated on the work-plans and budgets, SEKU will facilitate implementation by mobilizing financial and human resources as mutually agreed upon between the two parties;
- f) To cooperate in capacity building activities with KEFRI and other Partner staff on key technologies and innovations related to forestry, agroforestry, sustainable management of natural resources, among others;
- g) To exchange relevant information of mutual benefit to both parties;
- h) To invite KEFRI technical staff to meetings and events of importance for the ultimate objective of the collaboration;
- i) To work in partnership with KEFRI and lead resource mobilization activities to generate funds to undertake joint research and development activities with KEFRI and other partners; and;
- j) SEKU to share its annual updates /reports of development activities relevant to identified areas of collaboration with KEFRI in respect of the collaborative activities with KEFRI and other partners;
- k) Enhance effective communication between KEFRI and SEKU and with stakeholders, including joint publications targeting farmers, communities, extension staff and the international community through peer referred journals, among other communication pathways
- l) Facilitate administrative and technical support for SEKU field staff. This will greatly enhance access to technical support from SEKU in partnership and networking arrangements with SEKU's partners.

ARTICLE 8: INDEPENDENCE AND LIABILITY OF THE PARTIES

This MOU shall not be deemed to create any joint venture, joint liability partnership, association or company of any sort between the parties, nor shall any party be deemed an agent of the other. The parties shall be independent of each other and the relationship between them shall be that of two independent contractors. Each party shall be responsible for its own actions and omissions and shall indemnify the other party in respect of any loss, claim or damage suffered as a result of its negligence, willful conduct, breach of or omissions under the MOU.

ARTICLE 9: GOOD FAITH AND FAIRNESS

9.1 The parties undertake to act in good faith with respect to each other's rights and obligations under the objectives of this MOU.

9.2 The parties, their representatives, their researchers and personnel shall not, either during or after the term of this MOU, disclose any proprietary information relating to the undertaking by both parties and each other's operation without the consent of the other party.

- 9.3 The parties recognize the impracticability of providing for every contingency, which may arise during or after the life of the MOU and hereby agree to operate fairly and without detriment to the interests of either of them.
- 9.4 The parties shall exchange all necessary legal documents of incorporation and keep each other informed of any changes thereafter.

ARTICLE 10: INSURANCE

Each party shall ensure that the insurance arrangements applicable to its operational business activities shall extend to the activities undertaken by its employees in conjunction with this MOU.

ARTICLE 11: LIABILITY AND INDEMNITY

- 11.1 Each Party shall be solely responsible for payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this MOU.
- 11.2 Each Party agrees to indemnify the other party against, and to hold it harmless from, any claim for damages, demand for performance or any other matter or thing arising out of any act or omission of such party, its employees or agents with respect to this MOU including all claims, loss costs, damages and expenses, including advocate's fees made against or incurred by the other party in any proceedings instituted against such party in connection with the acts or omissions of the other party as the case may be under this MOU.

ARTICLE 12: ASSIGNMENT

- 12.1 Neither party shall assign, transfer, pledge or make other disposition of the benefits of this MOU or any part thereof, or any of its rights, claims or obligations under this MOU except with prior written consent of the other party.
- 12.2 Except as expressly provided herein none of the terms of this MOU are intended to confer any benefit to any third party and the terms of this MOU may only be enforced by the parties hereto.

ARTICLE 13: CONFIDENTIALITY AND ANNOUNCEMENTS

- 13.1 Each of the parties shall keep confidential and shall not disclose to any other person, nor use for any purpose except the purposes of the collaboration any information obtained from the other party as a result of negotiating, entering into or implementing the collaboration other than information which:-
- 13.1.1 Is required to be disclosed by operation of law or by any binding judgment or order or any requirement of a competent authority.
- 13.1.2 Is reasonably required to be disclosed in confidence to a party's professional advisers for use in connection with the collaboration and/or matters contemplated herein.

13.1.3 Is or becomes within the public domain (otherwise that through the default of the recipient party)

13.2 No public announcement or press release in connection with the subject matter of this memorandum of understanding shall be made or issued by or on behalf of either party without the prior approval of the other, except such as may be required by law or by any governmental authority.

13.3 Each party shall take all reasonable precautions to ensure that this MOU and/or the information contained herein shall not be disclosed to third parties, unless otherwise agreed in writing between the parties.

ARTICLE 14: SHARING OF EQUIPMENT AND PHYSICAL FACILITIES

Both institutions do agree:-

- 14.1 To share suitable equipment/facilities as and when required and on such terms as to fees, remuneration, insurance, and any incidentals thereto shall be mutually agreed upon for the purposes of implementing the objects of the collaboration.
- 14.2 To permit researchers carrying out activities of purposes of this MOU to use the existing facilities provided there is mutual agreement between the parties that the use of the equipment/facilities will not operate as a right to pass title thereof to either party or any other person using the facilities notwithstanding that the parties or any such other person may be required to meet the cost of maintenance of the facilities.
- 14.3 That equipment and materials procured for joint research activities and from resources set aside or intended for such activities shall be used primarily for such activities. Such equipment shall for all intents and purposes be presumed to belong to the institution where it is based.
- 14.4 That any equipment acquired in the course of the collaboration shall remain in the custody of the host institution upon the expiry of that particular project and shall not be disposed of without the agreement of both parties.
- 14.5 That notwithstanding the conditions in sub-article 14.4 above, any equipment donated in the course of the collaboration shall remain in the custody of the host institution and upon expiry of that particular project, it shall be disposed of in accordance with the terms and conditions of the donation and if there are no donation terms and conditions then sub-article 14.4 above will apply.
- 14.6 To undertake for themselves, their agents and/or servants to observe all rules and regulations and if need be make further rules governing the use of their respective facilities including

laboratories and workshops where such facilities are used to conduct of any of the functions of this collaboration.

- 14.7 To share both in the gains and losses of the programmed activities including skills, inventions patents, profits and liabilities whether pecuniary or otherwise and to keep each other fully and properly indemnified at all times against all damages to or losses of any of their respective facilities resulting from the fault of their respective agents and/or servants.

ARTICLE 15: INSTITUTIONAL CAPACITY BUILDING

Both institutions do hereby agree to:-

- 15.1 Collaborate in staff development programmes.
- 15.2 Jointly organize staff training workshops and seminars.
- 15.3 Build capacity in access of emerging and appropriate technologies.
- 15.4 Provide opportunities, as capacity may allow, for staff of either institution to train for skills improvement in the training programmes of either of the institutions.
- 15.5 Identify the source of funding and secure the funds for activity identified in sub-article 15.4 above

ARTICLE 16: STAFF EXCHANGE AND ATTACHMENT

The institutions do agree:-

- 16.1 To encourage, support and facilitate mutual visits by staff in order to learn from each other as well as to strengthen the collaborative ties.
- 16.2 To extend invitations to each other for conferences, seminars or other relevant functions.
- 16.3 To offer long-term and short-term exchange of staff to be engaged in research, production teaching and other activities in areas of mutual interest and expertise. The home institution will continue to pay salaries and other allowances of the staff on attachment.
- 16.4 That the host institution shall facilitate and help as necessary staff from the other institution in the performance of their work. Staff from either institution shall be expected to work under the rules, regulations and procedures applicable in the host institution.
- 16.5 That such staff shall be allowed access and use of office, workshops, machinery, equipment, and ICT library and laboratory facilities necessary for their work in the host institution.

ARTICLE 17: STUDENT TRAINING AND ATTACHMENT/INTERNSHIP

Both institutions shall:-

- 17.1 Collaborate in technology training and student research in all disciplines relevant to both institutions.

17.2 Establish an attachment programme and a joint supervision of SEKU students who are on attachment at KEFRI.

ARTICLE 18: EXCHANGE AND DISSEMINATION OF INFORMATION

The parties shall:-

18.1 Share information in form of library materials, research reports, academic papers, dissertations, production manuals, and case studies materials.

18.2 Establishment of technology data bank and the dissemination of the data seminars, workshops and other appropriate transmission methods.

18.3 Joint publication of information relating to research, production and innovation.

18.4 Work out modalities of exchange of such information.

18.5 Hold joint seminars, workshops, conferences and exhibitions.

ARTICLE 19: RESEARCH, INNOVATIONS AND TECHNOLOGY DEVELOPMENT

The institutions shall:-

Collaborate in the conduct and promotion of research, development and innovations in areas of common interest. The parties agree that they will strive to improve on the quality of the environment through the following measures:

19.1 Establishment and management of tree nurseries for indigenous and multipurpose tree species

19.2 Innovations in forest products engineering and processing.

19.3 Sharing of information and expertise on environment

19.4 Jointly develop research proposals in areas of special importance to their mandates and explore sources of funding for such proposals.

ARTICLE 20: COMMERCIALISATION AND MARKETING OF PRODUCTS AND SERVICES

Both institutions agree to jointly undertake commercialization and marketing of the developed products, innovations and services.

ARTICLE 21: CONSULTANCY

Both SEKU and KEFRI will undertake mutually beneficial consultancy activities.

ARTICLE 22: INTELLECTUAL PROPERTY RIGHTS

22.1 Neither party anticipates a situation arising from this partnership which will require the transfer or exchange or use of the other party's intellectual property rights. On that basis nothing in this MOU transfers any intellectual property rights between the parties.

22.2 In furtherance of their collaborative research ventures, both parties shall be required to enter into a collaborative agreement which should contain:

22.2.1 Joint obligations of the parties;

22.2.2 Description of each party's role to the collaborative research venture;

22.2.3 Provision on who owns the intellectual property emerging from the research venture;

22.2.4 Details of licenses from various parties to use pre-existing technology;

22.2.5 Details of the materials that need to be transferred for the research project to materialize;

22.2.6 Allocation of financial returns from the use or license of emerging technology and payment terms.

22.2.7 If any situations requiring transfer of intellectual property rights arise, the parties will enter into an agreement at that time to deal with those situations.

22.2.8 For the avoidance of doubt neither party is permitted to use any posters, labels, packaging, photographs, marketing or educational materials or any other document bearing the party emblem, brand name or logo of the other party following termination of this MOU or beyond a time otherwise specified in the respective definitive agreements.

ARTICLE 23: TRANSACTION COSTS

Each party shall be responsible for its own costs and expenses incurred in connection with this MOU and the negotiation and formalization of any definitive legal agreements and other transactional documents.

ARTICLE 24: ENTIRE MOU

This MOU supersedes all other MOUs whether written or oral between SEKU and KEFRI in relation to this initiative. The parties acknowledge and warrant to each other that they are not entering into this MOU in reliance upon any representation not expressly set out herein and this MOU constitutes the entire MOU between the parties and this MOU shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of

the parties and following the procedure detailed in article 29. This MOU may only be amended by a document signed by both parties.

ARTICLE 25: EFFECTIVE DATE

25.1 This Memorandum shall become effective on the date of signing by the authorized officers of the two institutions.

ARTICLE 26: DURATION OF MOU

26.1 The MoU will remain in force for five (5) years at the end of which both parties will review the collaboration.

26.2 The detailed Agreements (Annexure) may be reviewed more frequently as specified in such Agreements.

ARTICLE 27: SPECIFIC SUBSIDIARY AGREEMENTS

27.1 Without prejudice to their respective roles and obligations under this MOU, the Parties may enter into further definitive legal agreements to give effect to any provision of this MOU.

27.2 Any agreement or agreements entered into pursuant to sub-article 25.1 shall specify at least the following details:-

27.2.1 Nature of the respective collaborative project.

27.2.2 Objectives and duration of project.

27.2.3 Terms of reference of the activities to be undertaken by each party

27.2.4 All financial terms and conditions applicable to each party.

27.2.5 Any other provisions as may be applicable in the specific circumstances.

27.2.6 Designated representatives duly authorized to contract for the Parties.

27.3 Each subsidiary agreement shall be signed by the authorized officers of the Parties or their representatives

27.4 Where a conflict of meaning arises with other agreements, the MoU will take precedence.

ARTICLE 28: CONFLICT

In the event of a conflict between the terms of MoU hereof and the terms of the definitive legal agreements, the terms of the definitive agreements shall prevail.

ARTICLE 29: ADMINISTRATION OF THIS MOU

Each Party shall provide a duly authorised senior officer to act as the contact person for the respective party for purposes of facilitating, planning, feedback and supporting the implementation of this MOU. The two institutions shall appoint at least a six (6) member Joint Management Committee (JMC), three (3) from each institution to oversee the implementation of the MoU.

The Terms of Reference of the Joint Management Committee shall include the following:

- 29.1 To work out mechanisms of reviewing and evaluating the impact of the MOU once every year and at the end of the MoU duration. The JMC shall arrange for the review at any time that a review request is made by either of the parties.
- 29.2 To co-ordinate activities of both institutions for joint project identification and sourcing for funds.
- 29.3 To monitor implementation of any on-going activities by evaluating progress reports of the technical committees that are running the activities.
- 29.4 To advise various faculties/schools/departments/programmes/ centres of both institutions on available areas of collaboration.
- 29.5 To advise the institutions' Chief Executives (or their appointed representatives) through a written report on the progress of the collaboration or on any need to amend or review the same.
- 29.6 Any other relevant activity to this collaboration.

ARTICLE 30: FINANCIAL RESOURCES AND MECHANISMS

- 30.1 Given the central importance of funds to the achievement of the objectives of this MoU, the Parties, taking into account their capabilities, shall make every effort to solicit for the requisite resources for the effective implementation of the programmes and/or projects mutually agreed upon in the areas identified under Article 3 above.
- 30.2 The Parties shall make known to each other the available resources and mechanisms for implementing the initiatives and shall solicit resources from the said mechanisms for the implementation of this MoU and the Programmes/projects developed therein.
- 30.3 To this end, the Parties shall consider for adoption *inter alia*, approaches and actions that;
 - 30.3.1 Facilitate the availability of the necessary financial and other requisite resources for implementation of the mutually agreed upon programmes and projects;
 - 30.3.2 Promote multiple source funding approaches, mechanisms and arrangements.

ARTICLE 31: MODIFICATION/AMENDMENT

- 31.1 Modification of the terms and conditions of this agreement including modification of the scope of responsibilities of the parties may only be made by written agreement between the parties and the same will be incorporated in the annexure of this Memorandum of Understanding and signed by the authorized officers of both institutions.
- 31.2 Either party wishing to modify/or amend the MOU shall give the other party two (2) months written notice of such intentions and shall send the proposed modification/amendments within the two (2) months notice period.
- 31.3 The modification/amendment proposal will be discussed by the JMC who will make recommendations to the Chief Executives of both institutions who will execute the modified/amended MOU.
- 31.4 The quorum for the JMC modification/amendment meeting will be at least two thirds of membership.

ARTICLE 32: FORCE MAJEURE

If at any time during this MOU it becomes impossible for one of the parties to fulfil its obligations for reasons beyond its control (force majeure) the party must notify the other party of the existence of force majeure. The party submitting such notification is released from its obligations for as long as the force majeure continues to exist. If the force majeure continues to subsist for a period of 30 days and either party believes that the success of the project is threatened for reasons beyond its control, it is entitled to terminate the project with the obligation to inform the other party in writing as soon as possible

ARTICLE 33: SUSPENSION

- 33.1 In the event of one party not fulfilling its part of the obligations as spelt out in this MoU and the aggrieved party is being adversely affected, the aggrieved party is at liberty to suspend the MoU with immediate effect provided that the reason for suspension is communicated in writing to the other party within seven days. Parties may within thirty (30) days call for a meeting for the purpose of renegotiating the agreement.
- 33.2 In the event of the party not availing itself for renegotiating within the 30 day period the aggrieved party may give the other party a notice of termination but in the meantime refer the dispute to the Chairman of the Chartered Institute of Arbitration, Kenya Branch as provided under article 32.2.

ARTICLE 34: TERMINATIONS

- 34.1 Either party may terminate this MOU at any time by serving not less than 30 days notice of termination in writing on the other party. The termination of this MOU also terminates any

definitive legal agreements relating to specific projects that the parties may enter into under this MOU.

- 34.2 In the event of such termination of the MOU any on-going activity under the collaboration shall be dealt with as shall be mutually agreed by the two institutions.
- 34.3 Where such activity involves students, the parties guarantee that students will be allowed to complete their studies.
- 34.4 In the event of an early termination of this MOU the activities hereunder shall be brought to a prompt and orderly conclusion. Each party shall immediately cease use of the other party's name, Logo, trademark and/or other association.
- 34.5 The termination of this MOU shall not affect any activities undertaken or any rights, obligations or liabilities accrued by either of the parties prior to the termination.

ARTICLE 35 SETTLEMENTS OF DISPUTES

- 35.1 The parties shall use their efforts to settle amicably all disputes arising out of or in connection with this agreement or interpretation hereof.
- 35.2 Any dispute, difference or question which may arise at any time between the parties, which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be referred to the decision of a single arbitrator to be agreed upon between the two parties or in default of agreement within 14 days of each party raising such dispute, shall write to the Chairman of the Chartered Institute of Arbitration, Kenya Branch in accordance with and subject to the provisions of the Arbitration Act Cap 49 of the Laws of Kenya or any statutory modification or re-enactment thereof for the time being in force.
- 35.3 Any party not satisfied with the arbitration, shall have the right to seek justice in a court of law.

ARTICLE 36: GOVERNING LAW

This memorandum of understanding shall be governed by the laws of Kenya.

ARTICLE 37: NOTICES AND CONTACT PERSONS

Whenever under the terms of or in connection with this MOU, any notification, request or other information or consent is required to be given to any of the parties hereto, such notice or request or information shall be deemed to have been given or made when delivered in person to the authorized representative at the Head Office of the party to whom the communication is addressed or when sent by registered mail, fax or E-mail (signed attachments) to such party at the following address or at such other place and by such other means as such party may in writing designate.

Institution: SEKU
Name: Professor Geoffrey M. Muluvi
Designation: Vice Chancellor
Address: P.O. Box -170-90200 Kitui
Telephone No: +254-20-2413859; Cell Phone: +254-716962770.
E-mail: info@seku.ac.ke
Website: <http://www.seku.ac.k>

Institution: KEFRI:
Name: Dr. Ben N. Chikamai
Designation: Director
Address: P.O. Box 20412-00200 Nairobi
Telephone No: +254-724-259781/2, +254-722-157414,
E-Mail: director@kefri.org
Fax: 254-20-2386353
Website: www.kefri.org

IN WITNESS WHEREOF, this MOU has been duly executed by the Parties hereto, the day and year first hereinabove mentioned.

SIGNED FOR AND ON BEHALF OF:

**SOUTH EASTERN KENYA
UNIVERSITY(SEKU)**

TITLE: VICE CHANCELLOR

**KENYA FORESTRY RESEARCH
INSTITUTE (KEFRI)**

TITLE: DIRECTOR

NAME: PROFESSOR GEOFFREY M. MULUVI

NAME: DR. BEN N. CHIKAMAI

SIGNATURE

SIGNATURE

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.....

.....
.....

Date June 28th 2013

Date June 28, 2013



WITNESSED BY:

TITLE:

TITLE: FOR: COORDINATOR
PARTNERSHIPS & NETWORKS
PROGRAMME

NAME:

NAME: MESHAK D. MUKA

SIGNATURE:.....

SIGNATURE:.....

Date:.....

Date: 28-06-2013

In the Presence of Advocate

BAI MUSILI
ADVOCATE
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